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June 21, 2016

Ms. Jocelyn Boyd
Chief Clerk
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: First Amendment* to the Interconnection Agreement Negotiated by BellSouth Telecommunications, LLC d/b/a AT&T South Carolina and QuantumShift Communications, Inc., Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996
Docket No. 2000-352-C

Dear Ms. Boyd:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, LLC, d/b/a AT&T South Carolina ("AT&T") and QuantumShift Communications, Inc., ("QuantumShift") submit to the South Carolina Public Service Commission the First Amendment to the Interconnection Agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements and the resale of AT&T's telecommunications services. The amendment was negotiated pursuant to Sections 251 and 252 of the Act and also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between AT&T and QuantumShift within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

As a courtesy, a copy of this agreement and amendment is being provided to the Office of Regulatory Staff.

Sincerely,

Marti Sawzak,
Assistant to Patrick W. Turner
General Attorney – AT&T South Carolina

cc: James E. McDaniel

* This Amendment amends the existing interconnection agreement to reflect the changes resulting from the FCC's USF/ICC Lifeline and Link Up Reform and Modernization Orders.

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA,
AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA
AND AT&T TENNESSEE, SOUTHWESTERN BELL TELEPHONE
COMPANY D/B/A AT&T MISSOURI AND AT&T OKLAHOMA

AND

QUANTUMSHIFT COMMUNICATIONS, INC.; QUANTUMSHIFT
COMMUNICATIONS, INC. d/b/a VCOM SOLUTIONS

Signature: eSigned - Karen A WellerSignature: eSigned - William A. BockelmanName: eSigned - Karen A Weller
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: VP Corporate Development
(Print or Type)Title: Director
(Print or Type)Date: 10 Jun 2016Date: 10 Jun 2016

QuantumShift Communications, Inc.;
 QuantumShift Communications, Inc. d/b/a
 vCom Solutions

BellSouth Telecommunications, LLC d/b/a AT&T
 ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T
 KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
 AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA
 and AT&T TENNESSEE, Southwestern Bell Telephone
 Company d/b/a AT&T MISSOURI and AT&T
 OKLAHOMA by AT&T Services, Inc., its authorized
 agent

State	Resale OCN	ULEC OCN
ALABAMA	2444	---
FLORIDA	2444	602H
GEORGIA	2444	747H
KENTUCKY	2444	604H
LOUISIANA	2444	---
MISSISSIPPI	2444	605H
MISSOURI	4184	---
NORTH CAROLINA	2444	606H
OKLAHOMA	4184	---
SOUTH CAROLINA	2444	824H
TENNESSEE	2444	---

Description	ACNA Code(s)
ACNA(s)	MVX

AMENDMENT TO THE AGREEMENT
BETWEEN
QUANTUMSHIFT COMMUNICATIONS, INC.
QUANTUMSHIFT COMMUNICATIONS, INC. d/b/a VCOM SOLUTIONS

AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,
AT&T SOUTH CAROLINA AND AT&T TENNESSEE, SOUTHWESTERN BELL TELEPHONE
COMPANY D/B/A AT&T MISSOURI AND AT&T OKLAHOMA

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A.

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A - Listing of Agreements, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**
 - 2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.
3. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

- 7.1. For Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, Oklahoma, South Carolina, Tennessee: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	QuantumShift Communications, Inc.	Resale	5/5/06
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